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UNITED STATES OF AMERICA

9 UNITED STATES DISTRICT COURT

10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,

No. 5:25-CR-00246-JFW

12 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT  
MARTIN NAVARRO

13 v.

14 MARTIN NAVARRO,  
15 aka "Cumba,"

16 Defendant.

17  
18 1. This constitutes the plea agreement between Martin Navarro  
19 ("defendant") and the United States Attorney's Office for the Central  
20 District of California (the "USAO") in the above-captioned case.  
21 This agreement is limited to the USAO and cannot bind any other  
22 federal, state, local, or foreign prosecuting, enforcement,  
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and  
27 provided by the Court, appear and plead guilty the single-count  
28 indictment in United States v. Navarro, CR No. 5:25-CR-00246-JFW,

JP 8/23/25

1 which charges defendant with assaulting an officer or employee of the  
2 United States, in violation of 18 U.S.C. § 111(a)(1).

3 b. Not contest facts agreed to in this agreement.

4 c. Abide by all agreements regarding sentencing contained  
5 in this agreement.

6 d. Appear for all court appearances, surrender as ordered  
7 for service of sentence, obey all conditions of any bond, and obey  
8 any other ongoing court order in this matter.

9 e. Not commit any crime; however, offenses that would be  
10 excluded for sentencing purposes under United States Sentencing  
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
12 within the scope of this agreement.

13 f. Be truthful at all times with the United States  
14 Probation and Pretrial Services Office and the Court.

15 g. Pay the applicable special assessment at or before the  
16 time of sentencing unless defendant has demonstrated a lack of  
17 ability to pay such assessments.

18 THE USAO'S OBLIGATIONS

19 3. The USAO agrees to:

20 a. Not contest facts agreed to in this agreement.

21 b. Abide by all agreements regarding sentencing contained  
22 in this agreement.

23 c. At the time of sentencing, provided that defendant  
24 demonstrates an acceptance of responsibility for the offense up to  
25 and including the time of sentencing, recommend a two-level reduction  
26 in the applicable Sentencing Guidelines offense level, pursuant to  
27 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
28 additional one-level reduction if available under that section.

### NATURE OF THE OFFENSE

4. Defendant understands that for defendant to be guilty of the crime charged in the single-count indictment, that is, assaulting an officer or employee of the United States, in violation of 18 U.S.C. § 111(a)(1), the following must be true: (1) defendant forcibly assaulted a federal officer or employee; (2) defendant did so while the officer or employee was engaged in, or on account of, his official duties; and (3) defendant made physical contact with the federal officer or employee.

## PENALTIES

5. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of 18 U.S.C. § 111(a)(1) is: eight years' imprisonment; a five-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

6. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be returned to prison for all or part of the term of supervised release authorized by statute for the offense that resulted in the term of supervised release, which could result in defendant serving a total term of imprisonment greater than the statutory maximum stated above.

7. Defendant understands that, by pleading guilty, defendant may be giving up valuable government benefits and valuable civic rights, such as the right to vote, the right to possess a firearm,

1 the right to hold office, and the right to serve on a jury. Defendant  
2 understands that he is pleading guilty to a felony and that it is a  
3 federal crime for a convicted felon to possess a firearm or  
4 ammunition. Defendant understands that the conviction in this case  
5 may also subject defendant to various other collateral consequences,  
6 including but not limited to revocation of probation, parole, or  
7 supervised release in another case and suspension or revocation of a  
8 professional license. Defendant understands that unanticipated  
9 collateral consequences will not serve as grounds to withdraw  
10 defendant's guilty plea.

11 8. Defendant understands that, if defendant is not a United  
12 States citizen, the conviction in this case may subject defendant to:  
13 removal, also known as deportation, which may, under some  
14 circumstances, be mandatory; denial of citizenship; and denial of  
15 admission to the United States in the future. The Court cannot, and  
16 defendant's attorney also may not be able to, advise defendant fully  
17 regarding the immigration consequences of the conviction in this  
18 case. Defendant understands that unexpected immigration consequences  
19 will not serve as grounds to withdraw defendant's guilty plea.

20 FACTUAL BASIS

21 9. Defendant admits that defendant is, in fact, guilty of the  
22 offense to which defendant is agreeing to plead guilty. Defendant  
23 and the USAO agree to the statement of facts provided below and agree  
24 that this statement of facts is sufficient to support a plea of  
25 guilty to the charge described in this agreement and to establish the  
26 Sentencing Guidelines factors set forth in paragraph 11 below but is  
27 not meant to be a complete recitation of all facts relevant to the  
28

1 underlying criminal conduct or all facts known to either party that  
2 relate to that conduct.

3 On or about May 7, 2025, defendant forcibly assaulted an on-duty  
4 officer, T.G., while detained at the Adelanto Detention Center in  
5 Adelanto, California, within the Central District of California.  
6 Specifically, defendant knowingly and intentionally punched officer  
7 T.G. multiple times. At the time of the assault, officer T.G., who  
8 was a sergeant employed by a private company that contracts with the  
9 Department of Homeland Security to operate the Adelanto Detention  
10 Center, was engaged in his official duties and constituted a person  
11 assisting federal officers under 18 U.S.C. § 1114.

12 SENTENCING FACTORS

13 10. Defendant understands that in determining defendant's  
14 sentence the Court is required to calculate the applicable Sentencing  
15 Guidelines range and to consider that range, possible departures  
16 under the Sentencing Guidelines, and the other sentencing factors set  
17 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
18 Sentencing Guidelines are advisory only, that defendant cannot have  
19 any expectation of receiving a sentence within the calculated  
20 Sentencing Guidelines range, and that after considering the  
21 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
22 be free to exercise its discretion to impose any sentence it finds  
23 appropriate up to the maximum set by statute for the crime of  
24 conviction.

25 11. Defendant and the USAO agree to the following applicable  
26 Sentencing Guidelines factors:

27 Base Offense Level: 10 U.S.S.G. § 2A2.4(a)  
28

1 Physical Contact +3 U.S.S.G. § 2A2.4(b)(1)(A)  
2 Defendant and the USAO reserve the right to argue that additional  
3 specific offense characteristics, adjustments, and departures under  
4 the Sentencing Guidelines are appropriate.

5 12. Defendant understands that there is no agreement as to  
6 defendant's criminal history or criminal history category.

7 13. Defendant and the USAO reserve the right to argue for a  
8 sentence outside the sentencing range established by the Sentencing  
9 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
10 (a)(2), (a)(3), (a)(6), and (a)(7).

11 WAIVER OF CONSTITUTIONAL RIGHTS

12 14. Defendant understands that by pleading guilty, defendant  
13 gives up the following rights:

- 14 a. The right to persist in a plea of not guilty.  
15 b. The right to a speedy and public trial by jury.  
16 c. The right to be represented by counsel -- and if  
17 necessary have the Court appoint counsel -- at trial. Defendant  
18 understands, however, that, defendant retains the right to be  
19 represented by counsel -- and if necessary have the Court appoint  
20 counsel -- at every other stage of the proceeding.  
21 d. The right to be presumed innocent and to have the  
22 burden of proof placed on the government to prove defendant guilty  
23 beyond a reasonable doubt.  
24 e. The right to confront and cross-examine witnesses  
25 against defendant.  
26 f. The right to testify and to present evidence in  
27 opposition to the charges, including the right to compel the  
28 attendance of witnesses to testify.

1           g. The right not to be compelled to testify, and, if  
2 defendant chose not to testify or present evidence, to have that  
3 choice not be used against defendant.

4           h. Any and all rights to pursue any affirmative defenses,  
5 Fourth Amendment or Fifth Amendment claims, and other pretrial  
6 motions that have been filed or could be filed.

7                           WAIVER OF APPEAL OF CONVICTION

8           15. Defendant understands that, with the exception of an appeal  
9 based on a claim that defendant's guilty plea was involuntary, by  
10 pleading guilty defendant is waiving and giving up any right to  
11 appeal defendant's conviction on the offense to which defendant is  
12 pleading guilty. Defendant understands that this waiver includes,  
13 but is not limited to, arguments that the statute to which defendant  
14 is pleading guilty is unconstitutional, and any and all claims that  
15 the statement of facts provided herein is insufficient to support  
16 defendant's plea of guilty.

17                           LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18           16. Defendant agrees that, provided the Court imposes a term of  
19 imprisonment within or below the range corresponding to an offense  
20 level of 11 and the criminal history category calculated by the  
21 Court, defendant gives up the right to appeal all of the following:  
22 (a) the procedures and calculations used to determine and impose any  
23 portion of the sentence; (b) the term of imprisonment imposed by the  
24 Court; (c) the fine imposed by the Court, provided it is within the  
25 statutory maximum; (d) to the extent permitted by law, the  
26 constitutionality or legality of defendant's sentence, provided it is  
27 within the statutory maximum; (e) the term of probation or supervised  
28 release imposed by the Court, provided it is within the statutory



1 maximum; and (f) any of the following conditions of probation or  
2 supervised release imposed by the Court: the conditions set forth in  
3 Second Amended General Order 20-04 of this Court; the drug testing  
4 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
5 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

6 17. The USAO agrees that, provided (a) all portions of the  
7 sentence are at or below the statutory maximum specified above and  
8 (b) the Court imposes a term of imprisonment within or below the  
9 range corresponding to an offense level of 11 and the criminal  
10 history category calculated by the Court, the USAO gives up its right  
11 to appeal any portion of the sentence.

12 WAIVER OF RIGHTS CONCERNING PLEA COLLOQUY AND FACTUAL BASIS

13 18. Defendant agrees that: (i) any statements made by  
14 defendant, under oath, at the guilty plea hearing; (ii) the agreed to  
15 factual basis statement in this agreement; and (iii) any evidence  
16 derived from such statements, shall be admissible against defendant  
17 in any action against defendant, and defendant waives and gives up  
18 any claim under the United States Constitution, any statute, Rule 410  
19 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of  
20 Criminal Procedure, or any other federal rule, that the statements or  
21 any evidence derived from the statements should be suppressed or are  
22 inadmissible.

23 Defendant further agrees that this paragraph of the agreement is  
24 severable. Thus, defendant's waivers are binding and effective even  
25 if, subsequent to defendant's signing this agreement, defendant  
26 declines to plead guilty, the Court declines to accept his guilty  
27 plea, or, if this agreement is of the type described in Federal Rule  
28 of Criminal Procedure 11(c)(1)(A) or (c)(1)(C), the Court rejects



1 this agreement. Defendant also agrees that his waivers are binding  
2 and effective even if some other portion of this agreement is found  
3 to be invalid by this Court or the Ninth Circuit.

4 RESULT OF WITHDRAWAL OF GUILTY PLEA

5 19. Defendant agrees that if, after entering a guilty plea  
6 pursuant to this agreement, defendant seeks to withdraw and succeeds  
7 in withdrawing defendant's guilty plea on any basis other than a  
8 claim and finding that entry into this plea agreement was  
9 involuntary, then the USAO will be relieved of all of its obligations  
10 under this agreement.

11 EFFECTIVE DATE OF AGREEMENT

12 20. This agreement is effective upon signature and execution of  
13 all required certifications by defendant, defendant's counsel, and an  
14 Assistant United States Attorney.

15 BREACH OF AGREEMENT

16 21. Defendant agrees that if defendant, at any time after the  
17 signature of this agreement and execution of all required  
18 certifications by defendant, defendant's counsel, and an Assistant  
19 United States Attorney, knowingly violates or fails to perform any of  
20 defendant's obligations under this agreement ("a breach"), the USAO  
21 may declare this agreement breached. All of defendant's obligations  
22 are material, a single breach of this agreement is sufficient for the  
23 USAO to declare a breach, and defendant shall not be deemed to have  
24 cured a breach without the express agreement of the USAO in writing.  
25 If the USAO declares this agreement breached, and the Court finds  
26 such a breach to have occurred, then: (a) if defendant has previously  
27 entered a guilty plea pursuant to this agreement, defendant will not  
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1 be able to withdraw the guilty plea, and (b) the USAO will be  
2 relieved of all its obligations under this agreement.

3 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

4 OFFICE NOT PARTIES

5 22. Defendant understands that the Court and the United States  
6 Probation and Pretrial Services Office are not parties to this  
7 agreement and need not accept any of the USAO's sentencing  
8 recommendations or the parties' agreements to facts or sentencing  
9 factors.

10 23. Defendant understands that both defendant and the USAO are  
11 free to: (a) supplement the facts by supplying relevant information  
12 to the United States Probation and Pretrial Services Office and the  
13 Court, (b) correct any and all factual misstatements relating to the  
14 Court's Sentencing Guidelines calculations and determination of  
15 sentence, and (c) argue on appeal and collateral review that the  
16 Court's Sentencing Guidelines calculations and the sentence it  
17 chooses to impose are not error, although each party agrees to  
18 maintain its view that the calculations in paragraph 11 are  
19 consistent with the facts of this case. While this paragraph permits  
20 both the USAO and defendant to submit full and complete factual  
21 information to the United States Probation and Pretrial Services  
22 Office and the Court, even if that factual information may be viewed  
23 as inconsistent with the facts agreed to in this agreement, this  
24 paragraph does not affect defendant's and the USAO's obligations not  
25 to contest the facts agreed to in this agreement.

26 24. Defendant understands that even if the Court ignores any  
27 sentencing recommendation, finds facts or reaches conclusions  
28 different from those agreed to, and/or imposes any sentence up to the

1 maximum established by statute, defendant cannot, for that reason,  
2 withdraw defendant's guilty plea, and defendant will remain bound to  
3 fulfill all defendant's obligations under this agreement. Defendant  
4 understands that no one -- not the prosecutor, defendant's attorney,  
5 or the Court -- can make a binding prediction or promise regarding  
6 the sentence defendant will receive, except that it will be within  
7 the statutory maximum.

8 NO ADDITIONAL AGREEMENTS

9 25. Defendant understands that, except as set forth herein,  
10 there are no promises, understandings, or agreements between the USAO  
11 and defendant or defendant's attorney, and that no additional  
12 promise, understanding, or agreement may be entered into unless in a  
13 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

26. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF CALIFORNIA


BILAL A. ESSAYLI  
Acting United States Attorney



9/2/25

CHRISTINA R.B. LÓPEZ  
Assistant United States Attorney

Date



MARTIN NAVARRO  
Defendant

9-2-25

Date



YOUNG J. KIM  
Deputy Federal Public Defender

9/2/25

Date

Attorney for Defendant Martin Navarro

CERTIFICATION OF DEFENDANT

This agreement has been read to me in Spanish, the language I understand best. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

  
MARTIN NAVARRO  
Defendant9-2-25  
Date

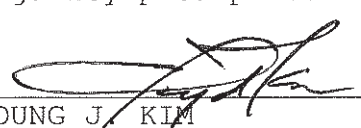
CERTIFICATION OF INTERPRETER

I, MICHAEL KAGAN, am fluent in the written and spoken English and Spanish languages. I accurately translated this entire agreement from English into Spanish to defendant Martin Navarro on this date.

  
 \_\_\_\_\_  
 INTERPRETER

9/2/2025  
 \_\_\_\_\_  
 Date
CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Martin Navarro's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

  
 \_\_\_\_\_  
 YOUNG J. KIM  
 Deputy Federal Public Defender

9/2/25  
 \_\_\_\_\_  
 Date

Attorney for Defendant Martin Navarro